



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

this new law takes effect for an offense committed before it takes effect."

[Ed. Note.—For other cases, see Criminal Law, Cent. Dig. § 3278; Dec. Dig. § 1207.\* 12 Va.-W. Va. Enc. Dig. 143.]

Error to Circuit Court, Lancaster County.

Mrs. William Conaway was convicted of murder, and brings error. Reversed and remanded.

*R. O. Norris, Jr.*, of Lively, and *T. J. Downing*, of Lancaster, for plaintiff in error.

*John G. Pollard, Atty. Gen.*, for the Commonwealth.

---

KANTER *v.* M. HOFHEIMER & CO., Inc.

March 16, 1916.

[88 S. E. 60.]

**1. Frauds, Statute of (§ 23 (3)\*)—Promise to Pay the Debt of Another.**—Where defendant himself purchased goods, plaintiff refusing to sell to a corporation of which defendant was the principal stockholder, defendant's promise to pay for the goods, though he delivered them to the corporation, is not within the statute of frauds.

[Ed. Note.—For other cases, see Frauds, Statute of, Cent. Dig. §§ 18, 19; Dec. Dig. § 23 (3).\* 6 Va.-W. Va. Enc. Dig. 518.]

**2. Appeal and Error (§ 1002\*)—Review—Verdict.**—A verdict of the jury on conflicting evidence, being supported by evidence, is conclusive on appeal.

[Ed. Note.—For other cases, see Appeal and Error, Cent. Dig. §§ 3935-3937; Dec. Dig. § 1002.\* 1 Va.-W. Va. Enc. Dig. 620.]

Error to Hustings Court of Portsmouth.

Action by M. Hofheimer & Co., Incorporated, against Israel Kanter. There was judgment for plaintiff, and defendant brings error. Affirmed.

*R. R. Hicks*, of Norfolk, for plaintiff in error.

*S. M. Brandt*, of Norfolk, for defendant in error.

---

CARLTON *et al.* *v.* BOUDAR.

March 16, 1916.

[88 S. E. 174.]

**1. Parties (§ 75 (7)\*)—Misjoinder—Method of Raising Question.**—Under Code 1904, § 3258a, misjoinder of parties cannot be taken ad-

---

\*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.